

CONCORDIA UNIVERSITY TEXAS

CONCORDIA PRESERVE

VISITOR RELEASE AND INDEMNITY AGREEMENT

For the valuable consideration of entering upon certain premises owned by Concordia University Texas ("Concordia"), known as the Concordia Preserve and participating in activities related to said premises for sole purpose of research I agree to and accept the following terms and conditions:

1. I acknowledge that Concordia Preserve has within and on it objects of significant historical and scientific value ("Historical Items"), making it a scientifically significant site.
2. In acknowledgment of the historical and scientific significance of Concordia Preserve and in furtherance of Concordia's efforts to preserve and maintain Concordia Preserve, I agree to act with utmost care during my visits to the Concordia Preserve and to refrain from damaging or destroying any Historical or Scientific Items in accordance with the Policies & Procedures for Accessing the Concordia Preserve.
3. I represent that I have my own personal injury insurance that covers my travel and visit to the Concordia Preserve, or have assumed the risk not to be so covered.
4. I acknowledge and fully understand that I may be engaging in activities that may involve risk of serious injury, including permanent disability or death, and severe social and economic losses which might result not only from my own actions, inactions or negligence, but from the actions, inactions or negligence of others.
5. I assume all the foregoing risks and accept liability for and release Concordia from any and all claims or actions based on or arising out of injuries, including death, to me or other persons or damages to property, sustained or alleged to have been sustained in connection with or to have arisen out of or incidental to my presence at Concordia Preserve, REGARDLESS OF WHETHER SUCH CLAIMS OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE OR OTHER FAULT OR STRICT LIABILITY WITHOUT REGARD TO FAULT OF CONCORDIA, CONCORDIA'S REPRESENTATIVES, OR THE EMPLOYEES, AGENTS, INVITEES OR LICENSEES THEREOF.
6. I understand that Concordia University Texas may, from time to time, take photos of the activities associated with its programs and publish those photos with news releases and other public relations materials. Participation in such programs implies that permission is granted to take such photos and publish or otherwise use them at the discretion of university officials.
7. I agree to protect, indemnify, and defend Concordia and to hold Concordia harmless from and against, and to reimburse Concordia, with respect to any and all claims, demands, causes of action, losses, damages, liabilities, judgments, settlements, penalties, costs, and expenses (including without limitation, attorneys' fees, expert fees and court costs) of any and every kind or character, known or unknown, fixed or contingent, arising in equity, at common law, by statute (including by not limited to the Texas Deceptive Trade Practices Act or similar statute of other jurisdiction), or under the law of contracts, torts (including without limitation negligence and strict liability without regard to fault) or property asserted against or incurred by Concordia in connection with any activities which occur during my travel to or presence at Concordia Preserve, REGARDLESS OF WHETHER SUCH CLAIMS OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE OR OTHER FAULT OR STRICT LIABILITY WITHOUT REGARD TO FAULT OF CONCORDIA, CONCORDIA'S REPRESENTATIVES, OR THE EMPLOYEES, AGENTS, INVITEES OR LICENSEES THEREOF. I also agree to indemnify and reimburse Concordia for any damages caused by me to any Historical Items.
8. If any part of this waiver is determined to be invalid by law, all other parts of this waiver shall remain valid and enforceable.

Visitor Name (printed): _____ Visitor Signature: _____
Date: _____ Signature of parent or guardian (if visitor is a minor): _____